

# **Request for Proposals**

## **Development of a Strategic Plan for Lands Owned by The Town of Millis**

The Town of Millis is seeking a qualified consultant to develop a strategic operations and management plan for 35 properties owned by the Town. For clarity, this is NOT a Master Plan pursuant to M.G.L. Chapter 41, Section 81D, rather, consulting services resulting in an organized and consistent plan of development opportunities for the Town-owned properties described herein. This portfolio of properties has been built over many decades, including some that were acquired more than 100 years ago. The oldest of these properties was acquired in 1849 and once served as the site of a long abandoned wooden schoolhouse. In 2021, the Town acquired a 23.13-acre parcel of undeveloped land through the exercise of a §61A option (the Braun Property). The land was purchased with general funds and as such is unrestricted. The town is seeking a holistic plan for this portfolio. The other major acquisition was the Cassidy Farm which was purchased in 1988. This 38 acre parcel has been largely untouched. The properties should be classified into four categories: first, those with recreational potential; second, those associated with water quality protection/wildlife habitat; third, municipal use such as the Department of Public Works (DPW); and fourth, those that can be sold or developed. For each property, the plan should define how the parcel serves the community, and/or protects the environment, or neither.

As resources are limited, the consultant is requested to identify and prioritize three or four properties that could be improved or developed for recreational purposes. For the selected properties, the consultant shall develop a detailed plan enumerating the future uses, benefits to citizens, capital costs, and annual maintenance requirements.

The scope includes 35 properties, some of which consist of multiple parcels. Several parcels are managed by the Millis Conservation Commission, some are not accessible, some are used by the DPW, and some have structures on them. Many are comprised of wetlands and are non-buildable or partially buildable.

Copies of proposals and the materials required as specified herein and a separate price proposal are required. Hard Copy Proposals must be delivered via mail or in person to the Town of Millis by April 20, 2022. Select Board Office, Room 220, Veterans Memorial Building, 900 Main Street, Millis, MA 02054.

Questions related to this RFP should be directed to the Town officials specified herein.

This procurement is pursuant to M.G.L. c. 30B for goods and services. The Town reserves the right to reject any and all bids. The selected proposer shall be willing and able to enter into a contract with the Town in the form of the Town's Standard Form Contract included as an attachment to this RFP.

Award of the Contract is subject to receipt of funding at the 2022 Annual Town Meeting occurring in May 2022. All proposers must be willing to keep his/her/their bids open for 270 calendar days.

## **Background**

Millis updated its Open Space Recreational Plan in 2019. Among the goals established in that document were two specific objectives: to “develop a guide to Millis open space resources that is available to residents as both a paper and digital brochure” (6.1) and to “develop a consistent system of signage, wayfinding, information, and trailblazing at Town-owned open spaces and conservation areas” (6.2). As a result, the Millis Conservation Commission (MCC) inspected all of the accessible properties and documented the condition, identified obvious needs, and researched deed restrictions. In response to these goals, MCC secured a proposal to conduct a study for nine properties under its management and requested funding from the Community Preservation Committee (CPC). The CPC was receptive and recognized the need for such an undertaking, but also requested that the study be expanded to include all town-owned properties other than those used by schools, municipal buildings, and Oak Grove Farm. The Select Board embraced this effort and instructed staff to support the project.

## Community

The Town of Millis is a small, suburban town located in western Norfolk County, Massachusetts approximately 26 miles southwest of Boston, 32 miles east of Worcester, and 32 miles north of Providence, Rhode Island. Millis is bordered by Medway on its west, Holliston and Sherborn on the north, Medfield on the east, and Norfolk on the south.

The population, as published in the 2020 annual report, was 8,851. The percentage of senior population in Millis is greater than the statewide percentage and the youth population is lower as shown in the table below. These numbers do not reflect the impact of a 324 home, 55+ community that is currently being built; over one third these homes now occupied. Thus, the percentage of older citizens will likely grow in the short term. There are also a number of proposed multi-family projects in the planning stage which might provide some balance.

% of Population		
	<u>Millis</u>	<u>Mass</u>
Preschool	4.3%	5.2%
School Age	13.9%	17.4%
Adult	53.9%	53.8%
60+	27.9%	23.6%

The town has a land area of 12.3 square miles, or 7,848 acres, and is located entirely within the boundaries of the Charles River Watershed. The Town includes a large amount of land that is part of the Charles River Natural Storage Area. Much of this land is owned and managed by the United States Army Corps of Engineers. The Town is located within the Southern New England Coastal Plains and Hills Ecoregion, an area comprised of plains with a few low hills. The Town includes about 2,617 acres of agricultural, open space, conservation, and recreational land. Within this acreage, 2,268 acres or 28.9% of the total land area of Millis is protected in perpetuity including BioMap2 Core Habitat and BioMap2 Critical Natural Landscapes. <sup>1</sup>

The Town of Millis has several significant wetland areas that mirror the location of the aquifers. One substantial wetland area is on the eastern portion of the Town along the edges of the Charles River with the largest area in the northeastern portion of the Town near South End Pond. This wetland area is a 2,473 acre Core Habitat featuring Wetland Core, Aquatic Core, Priority Natural Communities, and Species of Conservation Concern according to the Natural Heritage and Endangered Species Program of the MA Division of Fisheries and Wildlife. This area includes a 1,057 acre Wetland Core that is the 6<sup>th</sup> largest in the State. <sup>2</sup>

The Table below summarizes the protected land by owner as published in the OSRP. There have been some minor changes and updates since the table was created.

<b>Protected Land per the OSRP</b>		
<b><u>Owner</u></b>	<b><u>Acres</u></b>	<b><u>%</u></b>
Town owned Parks	231	2.9%
Town owned Conservation	315	4.0%
School Athletic Fields	33	0.4%
Army Corps of Engineers	850	10.8%
Trustees of the Reservation	147	1.9%
Private with permanent CR	430	5.5%
Private Section 61	864	11.0%
Total Protected Acres	2,870	36.6%
Total Acres within Millis	7,848	

## Available Data and Resources

The following data and resources are available from the Town of Millis for use in drafting the strategic plan.

- Open Space Recreational Plan dated June 26, 2019, updated in November 2021. (downloadable PDF from the town's website)
- Detailed study of properties conducted by the Conservation Commission in 2020/21. (Electronic from the Conservation Commission). This includes parcel numbers and deeds where available.
- GIS data.
- Athletic Field Master Plan prepared by CDM Smith completed in August of 2014. (DPW hard copy)
- Conservation Covenant for the public open space at Regency at Glen Ellen.

## Scope of Services

It is anticipated that the Strategic Plan will put forth fiscally prudent recommendations for all properties including the Braun and Cassidy properties with detailed plans for the three or four properties that have the greatest potential to increase the recreational and open space assets of Millis. Each property should be identified as belonging to one of the four following categories:

- Recreational potential.
- Water quality/habitat protection, but lacking recreational potential due to access, deed restrictions, or other impediments.
- Municipal use such as DPW, future municipal buildings, or schools.
- Having no or little value to the town and that could potentially be sold or used for low- or moderate-income housing.

The Town has acquired, taken, seized, been gifted, or otherwise received a number of properties over the years. The oldest dates back to 1849, and the town lacks an overall vision for these properties. In some cases, no department, commission, or committee has management responsibility and in others the manager named in the OSRP may not be the best choice. In addition to determining how each parcel serves the

community as a whole, the plan should recommend the best resource for management responsibility. Thus, the push exists for a comprehensive master plan. Some of the considerations to be outlined are described below:

## **Recreation**

Citizens have been complaining about the conditions of several recreational properties managed by the Conservation Commission. Pleasant Meadows and Richardson Pond have receive the most complaints. The complaints include downed trees blocking trails, poorly marked and maintained trails, broken picnic tables and benches, poor or missing signage, and entrances that are difficult to find.

The Town acquired several properties in recent decades for passive recreation but has only kept the fields mowed so that trees do not overtake the land. Currently, there is no plan to develop these properties or budget to maintain them.

In the 2014 study and in the OSRP, citizens expressed a strong desire for more athletic fields. Currently there are a limited number of athletic fields on the school campus and some soccer fields at Oak Grove Farm. There is a single playground at Oak Grove Farm and the Oak Grove Commission which will be upgraded in 2023. There is also a single swing set at the Waites Mill Park on the south side of Millis. Currently, there are no community gardens in Millis.

One of the major objectives of the Strategic Plan is to assess the properties that are currently listed as open space and recreation, conservation land, and properties not in the OSRP that have potential for open space or recreation both passive and active and to recommend the most beneficial use regardless of timing. From the list, the consultant will identify three properties that have the greatest cost benefit ratio and develop comprehensive plans for each of them. This is likely to be a mix of small projects and larger projects. For example, for the open space at the Regency at Glen Ellen, the only requirements might be to publicize the property to increase awareness and add some standard signs. At the other end of the spectrum, might be a long term plan for the Cassidy Farm and adjacent Dewey property. For Richardson Pond, the recommendation might be a mix of short term improvements to benches and plantings and a longer term plan to improve water quality and to restore the trails around the pond.

As both the Army Corps and the Trustees own or have restrictions on a significant amount of land in Millis, some of which is contiguous or proximate to Town-owned land. The plan should explore opportunities to partner with them to expand the recreational resources of Millis. For example, All Trails shows trails starting on Town-owned land, crossing ACOE land and looping through Bridge Island Meadow owned by the Trustees. These may present opportunities to leverage town-owned properties.

The criteria for evaluating the potential recreational properties should include:

- Assessment of the accessibility, parking, trails, signage, and branding for each parcel.
- Assessment of current and potential connectivity of the open space parcels to each other and to the community as a whole through trails, roadways, sidewalks, and habitat corridors.
- Evaluation of abutting properties to better assess and prioritize future land acquisition and/or open space protection.
- Review of deed, zoning, and other restrictions on the use of the land.
- Documentation of any significant encroachments or issues on the three priority properties.

The comprehensive plan for the selected properties would include:

- A vision and rendering of the property when fully developed.
- An enumeration of the enhancements to the quality of life for the citizens of Millis.
- A multi-year capital investment plan.
- Projected annual maintenance requirements at each stage of development.
- Legal or zoning hurdles to be addressed including trail easements.
- Potential sources of funding.

### **Water quality/habitat protection**

Some properties were acquired specifically for protecting water quality and others are within a DEP wellhead protection zone. These should be clearly identified and any problems noted. For example, is it recommended that wetlands be delineated? Are there any areas that are being mowed or utilized in ways that they should not be? Should the town seek grants to reforest any properties or portions thereof? What agency is best capable of managing each of these?

### **Hunting**

The Mass Wildlife Lands Viewer shows 4 properties in Millis in their website; are they properly designated and is hunting compatible with the Town Bylaws and nearby development? The properties that the State has identified for hunting are: Pleasant Meadows Farm, the Henry L. Shattuck Reservation (Millis portion owned by the Trustees), Village Street Walking Paths, and Bridge Island Meadow (Trustees). There are also hunting signs on the ACOE land off Island Road, but this does not appear on the Mass Wildlife Lands Viewer.

### **Municipal Use**

The OSRP identifies some properties as managed by the Conservation Commission, but they are gated for use by the Water Department. The study should clarify the appropriate management authority. Some parcels may be reserved for future municipal use. A portion of the Cassidy Farm is open space recreational land, a portion has ACOE easements, and a portion is unrestricted. The town has considered building a new senior center on the unrestricted portion of this parcel. If done, this could connect with the open space and offer assets for the growing senior and multifamily populations, for community gardens, or other amenities to serve this portion of the citizenry.

### **Potential to Sell or Develop**

Increasing the proportion of affordable housing has been identified as a need for our community. Some unrestricted properties with road frontage located in neighborhoods or commercial districts may be candidates for sale. There is a need for additional low or moderate income housing. Might any of these properties be appropriate for such development, or if not, might they be sold with the proceeds earmarked for affordable housing projects.

## **Required Meetings and Updates**

It is anticipated that the project will involve several in person meetings and stakeholder meeting. The process will begin with an initial kickoff meeting with the Conservation Commission Chair, appropriate committee chairs, and senior administration officials. The primary contacts will be Robert Weiss or John Steadman. Monthly updates shall be provided to the primary contacts by the third Monday of each month. In the early stage of the study, the consultant is encouraged to arrange a meeting with the Trustees and ACOE to explain the project and explore collaboration.

After the initial analysis by the consultant, a preliminary report of recommendations and properties selected for detailed study shall be presented to the Conservation Commission in a regularly scheduled meeting prior to holding stakeholder meetings.

As public input and buy-in are essential to the acceptance and implementation of this project, several public meetings are anticipated. There should be at least two such meetings focusing on the top properties chosen for in-depth review. The first such meeting will be with the Conservation Commission. A second meeting will be held with the Town Administrator, Conservation Commission, Select Board, and any other boards selected by the Administrator

The final report shall be presented to the Conservation Commission, other town committee members, and stakeholders in a public meeting to formally accept the document.

## **Deliverables**

The Plan and all supporting material will be delivered in a written format with photographs, maps, and/or diagrams included where appropriate. The documents will be supplied as an editable file (in a format suitable for Town use), a PDF suitable to post on the Town's website, and in print format (2 printed copies will be provided).

## Timeline

Proposals must be received on or before the close of business on April 20, 2022 for evaluation and to secure funding. If delivered by hand, they should be directed to the office of the Town Administrator. The approval of the study will require approval of a warrant in the Town meeting on May 2, 2022 and the contract will be awarded within 15 business days following approval at the town meeting.

The final report is to be issued on or before December 15, 2022.

PROJECT MILESTONES	DATE
Advertise RFP	3/23/2022
Proposals Due	4/20/2022
Proposer Selected	5/22/2022
Town Meeting-Authorization for Funding	5/2/2022
Contract Signing	5/31/2022
Kick-Off Meeting	6/15/22
Plan Outline & Public Participation Plan Due	6/30/2022
Final Draft Due	12/15/2022



## PROPOSAL REQUIREMENTS

### GENERAL REQUIREMENTS

1. Revisions – If the Town determines that it is necessary to change any part of this RFP or provide additional information or clarification, an addendum will be issued and furnished to all prospective proposers who have received copies of this RFP.
2. Proposals are Firm Offers – The contents of the proposal and this RFP shall become contractual obligations when a contract is entered into between the Town and the selected proposer, which shall be in the form of the contract attached hereto.
3. Withdrawal of Proposals – Proposals may be withdrawn at any time up until the deadline for submission of proposals, April 20, 2022. The Proposer must notify Robert Weiss, Economic Development and Planning Director/Energy Manager, in writing prior to that date.
4. Amendments to Proposals – Proposals may be amended up until the deadline for submission of the Proposals. Amendments to proposals must be submitted in writing clearly stating the change(s) to the proposal. An additional set of revised/amended copies of the proposal are required.
5. Incurring Costs – The Town shall not be liable for any costs incurred by proposers in preparing, submitting or presenting proposals.
6. Rights to Submitted Material – All information submitted as part of a proposal shall become a public record and the property of the Town of Millis. The Town of Millis hereby reserves the right to utilize any ideas, concepts or recommended approaches that are included in the proposal that have been presented by any firm responding to this RFP.
7. Reservation of Rights – The Town reserves the right to cancel this RFP or to reject in whole or in part any proposal if it determines that it is in the best interest of the Town.
8. Ownership of Products – The final products of this contract will be owned solely by the Town of Millis. This will include all maps, reports, studies, notes, data and computer files.
9. Changes to Project Team – The Town must approve any changes to the Proposer's project's team after the award of the contract.

### MINIMUM PROPOSAL SUBMISSION REQUIREMENTS.

Each response to this Request for Proposals must include the following items as minimum requirements:

- A. **Cover Letter** – Provide a statement indicating the proposer's desire to be considered for the job signed by a principal of the firm.
- B. **Approach to Plan Development** – Describe the approach that is proposed for the services that addresses the issues identified by the Town in this RFP.
- C. **Summary Statement** – Provide a statement explaining how the firm is qualified for the project (maximum of three (3) pages) detailing the reasons why the firm should be chosen for the project. At a minimum, this statement should include a description of the firm's particular qualifications and experience with municipal planning.

D. **Similar Projects** – List the firm’s three (3) most recent comparable projects. In a table format, please provide the following:

1. Name, location and population of the community.
2. Name and phone number of the project contacts
3. Current status of project (% complete)
4. Project budget, proposed fee for services, and final cost.
5. List of team members who worked on the project.

**Forms** – Signed copies of the following forms are required for all proposals: Certification of Good Faith and Payment of State Taxes attached hereto as Attachment D.

**Attachments:**

- A. Price form
- B. Table of Town-owned properties
- C. Map of Town-owned properties
- D. Certification of Good Faith and Payment of State Taxes
- E. Town of Millis-Standard Form of Contract

**The Price Form attached hereto as “Attachment A” must be submitted in a separate sealed envelope labeled: “Price Proposal”.**

**Price proposals must also include a statement indicating that the price quoted shall remain valid for at least two hundred seventy (270) days from the date proposals are due.**

**QUALIFICATIONS**

Consultant shall possess a demonstrated expertise in the development of open space and recreational plans consistent with the Laws of the Commonwealth of Massachusetts.

Consultant is to provide references demonstrating similar project experience in constructing strategic plans for Town owned land and soliciting broad input from the citizenry. Preference will be given to consultants who have worked in the Charles River watershed and worked with the Army Corps of Engineers and the Trustees of the Reservation.

## **COMPARATIVE EVALUATION CRITERIA**

All proposals which have been determined to be “responsive” will be comparatively evaluated. The proposals will be opened and reviewed by the Town. An independent review of the price proposal will be done by the Town Administrator, Chief Procurement Officer. Proposals will be evaluated using the following criteria:

The criteria for the comparative evaluation will be based on the project team’s qualifications and how well the proposal relates to the above mentioned requirements. More specifically, the comparative evaluation will consider the following:

1. Completeness of Proposal and the required information specified herein.
2. Overall approach to development of Plan.
3. The project team’s ability to perform in accordance with the proposed schedule.
4. The project team’s innovative methods to engage the public.

**Evaluation Ratings** – An evaluation rating system of: Highly Advantageous; Advantageous; Not Advantageous; and Unacceptable will be given to each of the criteria listed above. Evaluation ratings are described as follows:

<b>RATING</b>	<b>DEFINITION</b>
Highly Advantageous	The bidder has extensive experience in the development of strategic plans for Town owned lands. The project team has worked together in the past and has completed 5 or more, strategic plans for similar communities. The project principals are registered landscape architects, or civil engineers, and certified planners and has at least 10 years of experience in strategic planning for municipal properties. The responses to the evaluation criteria are well written, innovative and provide supportive documentation. The project team has proposed innovative methods to engage the public. The project team has proposed innovative, cutting edge planning tools and techniques for the development of a strategic plan that promotes sustainability
Advantageous	The bidder has some experience in the development of strategic plans for municipally owned properties. The project team has completed at least three (3) municipal master plans, strategic plans, or elements of such plans. The project principal has at least 5 years of experience in strategic land planning. The responses to the evaluation criteria are well written and provided with supportive documentation.
Not Advantageous	The bidder has limited experience in the development of strategic plans for municipal owned land. The bidder has not completed a master plan for a community of similar size. The responses to the evaluation criteria are not well written or documented.

Unacceptable	The bidder failed to respond to the minimum requirements of the RFP. The bidder has no experience in development of strategic plans for municipal owned land.
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Proposals receiving a comparative evaluation of unacceptable in any one area will be considered unacceptable overall and will be dropped from further consideration.

### **Rule for Award**

The Town will select the most responsive and responsible proposer submitting the most advantageous proposal, taking into consideration all non-price comparative criteria, as well as the proposal price.

### **Questions**

Any questions should be directed to

- Mr. Robert Weiss, Economic Development and Planning Director/Energy Manager, Phone (508) 906-3742, email [rweiss@millisma.gov](mailto:rweiss@millisma.gov).
- Mr. John Steadman, Conservation Commissioner. Phone 850-510-0324, email [jsteadman@millisma.gov](mailto:jsteadman@millisma.gov).

### **Footnotes:**

<sup>1</sup>. Town of Millis Open Space Recreational Plan dated June 26, 2019 page 11.

<sup>2</sup>. Ibid. Page 33.

Attachment A

Price Form

TOWN OF MILLIS PRICE FORM

**STRATEGIC PLAN FOR TOWN-OWNED LANDS**

Name of Person or Firm: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_

Email: \_\_\_\_\_

Strategic Plan (Lump Sum) \$ \_\_\_\_\_ Meetings with Town or Commissions (per meeting)

In Person \$ \_\_\_\_\_

Via Zoom \$ \_\_\_\_\_

Public Meetings (per meeting) \$ \_\_\_\_\_

(Please include this form in a separate sealed envelope as required by the RFP, Pg. 10. Or email to [rweiss@millisma.gov](mailto:rweiss@millisma.gov) and a copy to [jsteadman@millisma.gov](mailto:jsteadman@millisma.gov))

The undersigned hereby submits a price proposal to perform the services outlined in the Request for Proposals for the Development of a Strategic Plan for Lands Owned by the Town of Millis. The proposed hereby pledges to deliver the complete scope of services required for the rates shown above. All travel, mailings, and related expenses associated with this project shall be included in the prices listed above.

The undersigned certifies under penalties of perjury that this quote has been made in good faith and without collusion or fraud with any person. As used in this certification, the work “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Submitted by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Date

## Attachment B

### Table of Town-owned properties

#### Appendix C

Town of Millis Open Space & Recreational Plan - Steadman update re Conservation

Numbers correspond to the 2019 OSRP

Site Key	Name	Ownership	Management Agency	Current Zoning	Current Use	Condition	Public Access	Type of Public Grant Accepted	Degree of Protection	Acres
3	Pleasant Meadows Farm	Town of Millis	Millis Conservation Commission	R-S	Trials & Meadows. Farming	Fair	Full	Municipal (Town override 1998), MA Self Help Grant	Permanent	32.5
4	Village Street Walking Paths	Town of Millis	Millis Conservation Commission	R-S	Open field and woods with trails. A portion is being cut for hay.	Fair	Full	Acquired in early 1970's for \$19k	Permanent for Protection of ground water.	35.4
5	Dewey Property	Town of Millis	Conservation Commission	R-S	Conservation. Mowed for hay	Good	Access by foot or through Bogastow Meadow	Community Preservation Fund	Permanent	5.5
6.1	Cassidy Property (Bogastow Meadow)	Town of Millis	Board of Selectmen/ Millis Conservation Commission	R2	Passive recreation/ Conservation & mowed field	Good	Parking area for 5 cars.	Municipal (Town override 1998), MA Self Help Grant	Portions Permanent & Unrestricted	19.1
										92.5
<b>Town-owned Land - Conservation</b>										
10	Richardson's Pond	Town of Millis	Millis Conservation Commission	R-T	Passive recreation/ Conservation Picnicing	Fair	Full	Acquired in 1939	Permanent	13

11	South End Pond	Town of Millis	Conservation Commission - DPW	R-T	Passive recreation/ Conservation	Fair	Full	None	Permanent	9
12	Pleasant Street Park	Town of Millis	Millis Conservation Commission		Dump for neighbors	POOR	Full	None	Permanent	4.5
13	Conservation Area – Charles River Natural Valley Storage Areas	Town of Millis	Millis Conservation Commission	EX	Conservation	Good	Not Accessible	Tax Siezures	Permanent	133.8
14	Charles River Natural Valley Storage Area Environmental Dr to Island	Town of Millis	DPW & Conservation Commission	R-S, R-T, EX	Public works garage, wellhead lands, old dump	Fair	Limited	None	Permanent	107
15	Off Village St, – Charles River Natural Valley Storage Areas	Town of Millis	Should be DPW	MIXED	Conservation Water Dept	Unknown	Not Accessible	Unconfirmed	Permanent	14.6
16	Apple Knoll Farm	Town of Millis	Millis Conservation Commission DPW?	A	Town water well and recharge area	Unknown	Not Accessible	Purchased for \$1,358.000 in Jan, 2002 for a new well	Permanent	10.4
16.1	Norfolk St. Canoe Launch	Town of Millis	Millis Conservation Commission Ma. Fish & Game	R-T	Canoe Launch	Good	Yes	None	200' River Buffer	0.65
17	Middlesex St.	Town of Millis	Millis Conservation Commission	R-S	Conservation	Wooded	Not Accessible	Taken in lieu of taxes & gift	Permanent	6

										298.95
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**Properties Not in the OSRP where Con Com named as owner or manager**

<b>A1</b>	<b>Bogastow Park</b>	Town of Millis	Millis Conservation Commission	<b>L</b>	Conservation	Good			Permanent	5.9
<b>A2</b>	<b>Acorn &amp; Spencer</b>	Town of Millis	Millis Conservation Commission	<b>R-S</b>	Conservation	Good	Not Access-ible	None	Permanent	4.68
<b>A3</b>	<b>Charles River</b>	Millis Conservation Commission	Millis Conservation Commission	<b>L</b>	Conservation	Unknown	From Charles River only	Gift	Permanent	3.06
<b>A4</b>	<b>Regency at Glen Ellen, The Glen</b>	Regency at Glen Ellen Condominium Trust	Millis Conservation Commission	<b>R-S</b>	Passive recreation & Conesevation	Excellent	Partial	Conservation Grant	Permanent	78.24
<b>A5</b>	<b>Grove Street - no address</b>	Town of Millis	Millis Conservation Commission	<b>R-T</b>	Conservation	Wooded	No Parking	Tax Seizure 1956	Permanent per State 1977	11.27

103.15

**Properties Not in the OSRP where Con Com should be named as owner or manager**

<b>B1</b>	<b>Orchard &amp; Grove</b>	Town of Millis	?	<b>R-T</b>	Conservation	Wooded	No Parking	Tax Seizure in 1983	None other than wetland buffer	1.49
<b>B2</b>	<b>Main Street - no address. South of Dover</b>	Town of Millis	?	<b>R-S</b>	Wetland Protection	Wooded	None	Tax Seizure in 1987	Permanent per State 1977	3.97
<b>B3</b>	<b>Farm &amp; Acorn Streets</b>	Town of Millis	?	<b>L</b>	Wetland Protection	Wooded	None	Gift in Lieu of Taxes	Permanent per State 1977	4.4



<b>B4</b>	<b>Bogastow Brook 0001-0002</b>	Town of Millis	?	<b>R-S</b>	Wooded and pasture	Landlocked	None	Tax Seizure in 1964	Wetland and Upland	0.79
										10.65

### Parks Not in the OSRP

<b>C1</b>	<b>Waites Mill Park</b>	Town of Millis	Fire Department	<b>R-S</b>	Park	Excellent	Full	Purchased from American Felt	None other than 200' riverfront buffer	1.2
<b>C2</b>	<b>Memorial Park</b>	Town of Millis	DPW & Conservation Commission	<b>EX</b>	Park	Well Maintained	Sidewalk	Gift in 1936	See Deed	0.13

1.33

### Other Town Owned Lands NOT in the OSRP

<b>X1</b>	<b>219B Farm Street</b>	Town of Millis	?	<b>R-S</b>	Wooded	Wooded	None	Tax Seizure in 1975	None	0.24
<b>X2</b>	<b>Lot 0041-0041 off Independence</b>	Town of Millis	?	<b>L</b>	Wooded	Wooded	None	Tax Seizure in 1996	None	2.25
<b>X3</b>	<b>Main St across from Ryan Family Ent</b>	<b>Town of Millis</b>	?	<b>C-V</b>	Undeveloped	Rail bed in rear	Faces Main	Purchased from Ms. Harcovitz in 1998 for \$30k	None, borders wetland	0.36
<b>X4</b>	<b>185 Pleasant Street</b>	<b>Town of Millis</b>	Historical Committee	<b>R-S</b>	Not used	Poor	From sidewalk	Purchased in 1849	None known	0.75
<b>X5</b>	<b>Lot off Pleasant Street access from Baltimore</b>	Town of Millis	Should be Con Com	<b>R-S</b>	Unimproved for Conservation & Open Space	Wooded	None	Quitclaim Deed 9/2001	Conservation & Open Space	2.8

<b>X6</b>	<b>121 Norfolk St</b>	Town of Millis	DPW Water Dept	<b>NONE</b>	Water Treatment Plant	Good	None	Quitclaim Deed 1/2000	Permanent	2
<b>X7</b>	<b>Farm &amp; Cedar Streets</b>	Town of Millis	DPW	<b>R-S</b>	Water Tower	Good	None	None	None	1.5
<b>X8</b>	<b>Off RR &amp; Cedar</b>	Town of Millis	?	<b>EX</b>	Undeveloped	Landlocked	None	None	Zoned EX	1.3
<b>X9</b>	<b>Pleasant Street Wetland</b>	Town of Millis	?	<b>R-V</b>	Undeveloped	Wetland	Landlocked	None	Wetland	3
<b>X10</b>	<b>Wetland off Island</b>	Town of Millis	?	<b>R-S</b>	Undeveloped	Wetland	Landlocked	Tax Siezures	Wetland	4.3
<b>X11</b>	<b>Bow Street</b>	Town of Millis	?	<b>R-V</b>	Drainage	Wooded	Fronts Bow Street	Taking	?	0.35
<b>New</b>	<b>Braun Farm</b>	Town of Millis	Select Board	<b>R-S</b>	In Process as unrestricted	mowed fields & Woods.	Two entrances to Village St.	None	None	23.13
										41.98
									Total Acreage	456.06

Attachment C (Separate)

Map of Town-owned properties

Attachment D

Certification of Good Faith and Payment of State Taxes

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title/Authority

**CERTIFICATE OF STATE TAX COMPLIANCE**

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
\_\_\_\_\_ has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

Name

---

Federal Tax ID # or Social Security #

Attachment E

Town of Millis-Standard Form of Contract

**TOWN OF MILLIS<sup>1</sup>**

**Contract #** \_\_\_\_\_

STATE CONTRACT # (if applicable) \_\_\_\_\_

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**DATE:** \_\_\_\_\_

This Contract is entered into on, or as of, this date by and between the Town of Millis, 900 Main Street, Millis, MA 02054 (the “Town”), and

\_\_\_\_\_  
[“Contractor”]

\_\_\_\_\_  
[Contact Name for Responsible Person]

\_\_\_\_\_  
<sup>1</sup> Contract Long Form\_Services more than \$25,000.00\_NOT TO BE USED FOR ENGINEERING AND ARCHITECT CONTRACTS.

\_\_\_\_\_  
[Address of the Contractor]

\_\_\_\_\_  
[Telephone Number]

\_\_\_\_\_  
[FAX Number]

\_\_\_\_\_  
[email address]

1. This is a Contract for the procurement of the following:  
(Describe the work to be performed)

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$\_\_\_\_\_ as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

#### 4. INTENTIONALLY OMITTED

#### 5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to ensure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The purpose of the Contract Documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

#### 6. Term of Contract and Time for Performance:



This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before \_\_\_\_\_, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

#### 7. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

#### 8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

#### 9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:  
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient

personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

#### 10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

#### 11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be a material breach of this Contract, and the Town of Millis shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

#### 12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq*: - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq*: Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor hereby agrees to indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. The Contractor hereby agrees to, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and hereby agrees to protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

### 13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the

application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

#### 14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

#### 15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Contract in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section “affirmative action” means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an “Equal Opportunity Employer”;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;

(d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;

(e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;

(f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and

(g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include:

(a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Contract, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if (1) the Contract is signed by a majority of the Board of Selectmen; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Millis unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth of Massachusetts.

#### 19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

#### 20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Millis shall be individually or personally liable on any obligation of the Town under this Contract.

#### 21. Indemnification:

The Contractor hereby agrees to indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor hereby agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor hereby agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.
- 21.5 The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

## 22. Insurance

### 22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.



Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and the Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

#### 22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor hereby agrees to indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article. The Town agrees to make reasonable effort to notify the Contractor of any duty arising out of this paragraph, but failure to make timely notice will not relieve the Contractor of any duty under this paragraph.

#### 22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the

Town of Millis as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Contract, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverages shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.
- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

### 23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the

provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

#### 24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

#### 25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

## 26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

## 27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Contract, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

## 28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

## 29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth of Massachusetts or the federal district court sitting in the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

### 30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

### 31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

### 32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

### 33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Millis shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT S attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Millis by:

The Contractor by:

\_\_\_\_\_  
Board of Selectmen                      Date

\_\_\_\_\_  
Signature                                      Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Board of Selectmen                      Date

Certified as to  
Appropriation/Availability of Funds:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Town Accountant                                      Date

\_\_\_\_\_  
Board of Selectmen                      Date

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Print Name

---

Department Head                      Date

---

Print Name

Chief Procurement Officer:

---

Date



Certified as to Form:

\_\_\_\_\_  
Town Counsel

\_\_\_\_\_  
Date

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

**CERTIFICATION OF GOOD FAITH**

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title/Authority

## CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

\_\_\_\_\_, authorized signatory for  
name of signatory

\_\_\_\_\_, whose  
name of contractor

principal place of business is at \_\_\_\_\_,

\_\_\_\_\_ does hereby certify under the pains and penalties of perjury that  
\_\_\_\_\_ has paid all

name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Federal Tax ID # or Social Security #

**BOTH CERTIFICATIONS ON THIS PAGE MUST BE EXECUTED**

## EXAMPLE CLERK'S CERTIFICATE

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Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of \_\_\_\_\_, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all Contract Documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, \_\_\_\_\_ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Corporation

SEAL